

Vice President
Partner Solutions
Interconnection Services Policy & Planning

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1. By 360networks's countersignature on this letter, 360networks hereby represents and agrees to the following seven points:
 - A. 360networks adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that 360networks shall be substituted in place of AT&T Communications of Illinois Inc. and AT&T in the Terms wherever appropriate.
 - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.
 - C. Notice to 360networks and Verizon as may be required or permitted under the Terms shall be provided as follows:

To 360networks (USA) inc.:

Attention: Gary Ray
VP, Co-General Counsel
867 Coal Creek Circle, Suite 160
Louisville, CO 80027
Telephone Number: (303) 854-5122, Ext.: None
Facsimile Number: (303) 854-5100
Internet Address: gary.ray@360.net

To Verizon:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: (703) 351-3664

- D. 360networks represents and warrants that it is a certified provider of local telecommunications service in the State of Illinois, and that its adoption of the Terms will cover services in the State of Illinois only, except that 360networks and Verizon recognize and agree that, by their terms, the terms of the foregoing Unitary Rate Amendment, effective as of November 1, 2004 and in effect as of

the date hereof and the terms of the foregoing AT&T DS0 Loop/Resale Amendment, effective as of September 1, 2005 and in effect as of the date hereof, apply not only between 360networks and Verizon in Verizon's service territory in the State of Illinois but, also, between 360networks (and its CLEC affiliates) and Verizon (and its operating telephone company affiliates) in all jurisdictions in which Verizon (or its operating telephone company affiliates) and 360networks (or its CLEC affiliates) are (or become) interconnected.

- E. In the event an interconnection agreement between Verizon and 360networks is currently in effect in the State of Illinois (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
 - F. Subject to the terms of the Unitary Rate Amendment and the AT&T DS0 Loop/Resale Amendment, Verizon's standard pricing schedule for interconnection agreements in the State of Illinois (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to 360networks's adoption of the Terms, except that, for the avoidance of any doubt the parties agree that the foregoing Unitary Rate Amendment, effective as of November 1, 2004 and in effect as of the date hereof, contains certain provisions for pricing, and that those provisions for pricing shall apply in lieu of any pricing provisions for the same items that might be contained in Appendix A hereto; and except that, for the further avoidance of any doubt, the Parties agree that the foregoing AT&T DS0 Loop/Resale Amendment, effective as of September 1, 2005 and in effect as of the date hereof, contains certain provisions for pricing, and that those provisions for pricing shall apply in lieu of any pricing provisions for the same items that might be contained in Appendix A hereto. 360networks should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
 - G. 360networks's adoption of the Terms shall become effective on October 13, 2006. The parties understand and agree that Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by 360networks as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern 360networks's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 28, 2007.
2. As the Terms are being adopted by 360networks pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it

constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. 99 AA-001, or to seek review in any way of any provisions included in the Terms as a result of 360networks's adoption of the Terms.

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SIGNATURE PAGE

Please arrange for a duly authorized representative of 360networks to sign this letter in the space provided below and return it to Verizon.

[illegible]

VERIZON NORTH INC. AND
VERIZON SOUTH INC.

[illegible]

Reviewed and countersigned as to Paragraph 1:

[illegible]

Liza Dennehy
VP, Operations

Attachment